

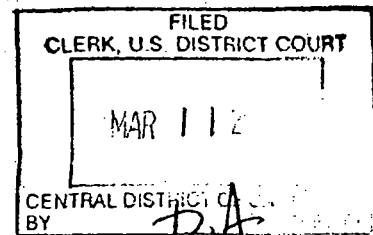
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22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

24 UNITED STATES OF AMERICA and
25 CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL,

26 Plaintiffs,

27 v.

28 ABERCROMBIE, et al.,

Defendants.

CV07-06870 ABC
CIV. NO.:

CONSENT DECREE

(FFM)

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the California Department of Toxic Substances Control ("Department"), filed a complaint in this matter pursuant to Section(s) 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § § 9606 and 9607, as amended ("CERCLA"), seeking injunctive relief and reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the South El Monte Operable Unit of the San Gabriel Valley Area 1 Superfund Site in South El Monte, Los Angeles County, California (the "Site").

B. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the complaint.

C. The United States has reviewed the Financial Information submitted by Settling Defendants to determine whether Settling Defendants are financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendants are able to pay the amounts referenced in Section VI and set out in Appendix A.

D. The United States, the Department, and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is
ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1
2 1. This Court has jurisdiction over the subject matter of this action pursuant
3 to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9606, 9607 and 9613(b) and also
4 has personal jurisdiction over Settling Defendants. Settling Defendants consent to
5 and shall not challenge entry of this Consent Decree or this Court's jurisdiction to
6 enter and enforce this Consent Decree.

III. PARTIES BOUND

7
8 2. This Consent Decree is binding upon the United States and the
9 Department, and upon Settling Defendants and their heirs, successors and assigns.
10 Any changes in ownership or corporate or other legal status, including, but not
11 limited to, any transfers of assets or real or personal property, shall in no way alter
12 the status or responsibilities of ~~Settling Defendants~~ **DEFENDANTS** under this Consent Decree.

13 3. Unless otherwise expressly provided herein, terms used in this Consent
14 Decree which are defined in CERCLA or in regulations promulgated under
15 CERCLA shall have the meaning assigned to them in CERCLA or in such
16 regulations. Whenever terms listed below are used in this Consent Decree or in
17 any appendix attached hereto, the following definitions shall apply:

18 a. "CERCLA" shall mean the Comprehensive Environmental
19 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §
20 9601, *et seq.*

21 b. "Consent Decree" shall mean this Consent Decree and all
22 appendices attached hereto. In the event of conflict between this Consent Decree
23 and any appendix, this Consent Decree shall control.

24 c. "Day" shall mean a calendar day. In computing any period of time
25 under this Consent Decree, where the last day would fall on a Saturday, Sunday, or
26 federal holiday, the period shall run until the close of business of the next working
27 day.

28 d. "Department" shall mean the California Department of Toxic

1 Substances Control and any successor departments, agencies, or instrumentalities
2 e. "DOJ" shall mean the United States Department of Justice and any
3 successor departments, agencies or instrumentalities of the United States.

4 f. "EPA" shall mean the United States Environmental Protection
5 Agency and any successor departments, agencies or instrumentalities of the United
6 States.

7 g. "EPA Hazardous Substance Superfund" shall mean the Hazardous
8 Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

9 h. "Financial Information" shall mean those financial documents
10 submitted by Settling Defendants in support of their applications for settlements of
11 the claims of the United States and the Department based on Ability to Pay.

12 i. "Interest" shall mean interest at the rate specified for interest on
13 investments of the EPA Hazardous Substance Superfund established by 26 U.S.C.
14 § 9507, compounded annually on October 1 of each year, in accordance with 42
15 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the
16 time the interest accrues. The rate of interest is subject to change on October 1 of
17 each year.

18 j. "Paragraph" shall mean a portion of this Consent Decree identified
19 by an Arabic numeral or an upper or lower case letter.

20 k. "Parties" shall mean the United States, the Department, and the
21 Settling Defendants.

22 l. "Plaintiffs" shall mean the United States and the Department.

23 m. "RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §
24 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

25 n. "Section" shall mean a portion of this Consent Decree identified
26 by a Roman numeral.

27 o. "Settling Defendants" shall mean those parties listed in Appendix
28 A to this Consent Decree.

1 p. "Site" shall mean the South El Monte Operable Unit of the San
2 Gabriel Valley Area 1 Superfund site located in South El Monte, Los Angeles
3 County, California.

4 q. "United States" shall mean the United States of America,
5 including its departments, agencies and instrumentalities.

6 **V. STATEMENT OF PURPOSE**

7 4. By entering into this Consent Decree, the mutual objective of the Parties
8 is for Settling Defendants to make cash payments as set out in Appendix A to
9 address their liability for the Site as provided in the Covenant Not to Sue by
10 Plaintiffs in Section VIII, and subject to the Reservations of Rights by Plaintiffs in
11 Section IX.

12 **VI. PAYMENT OF RESPONSE COSTS**

13 5. A. Within 30 days of entry of this Consent Decree, Settling Defendants
14 listed in Part One of Appendix A to this Consent Decree shall pay to the EPA the
15 amounts set forth therein.

16 B. Settling Defendants listed in Part Two of Appendix A to this Consent
17 Decree shall pay to the EPA the amounts, including Interest, at the times set forth
18 therein.

19 6. A. Payments above \$10,000.00 shall be made by FedWire Electronic
20 Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance
21 with current EFT procedures, referencing the EPA Region and Site Spill ID
22 Number 094X, and DOJ Case Number 90-11-2-354/5. Payment[s] shall be made
23 in accordance with instructions provided to Settling Defendants by the Financial
24 Litigation Unit of the U.S. Attorney's Office in the Central District of California
25 following lodging of the Consent Decree. Any payment received by the
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Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

B. Payments less than \$10,000.00 shall be made by certified or cashier's check made payable to "U.S. E.P.A" referencing the name and address of the party

making payment, the EPA Region and Site Spill ID Number and DOJ Case Number as indicated above. Settling Defendants shall send each such check to:

EPA Hazardous Substances Superfund
US EPA, Region 9
Attn: Superfund Accounting
PO Box 360863M
Pittsburgh, PA 15251

7. At the time of each payment set out in Appendix A to this Consent Decree, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions).

8. The total amount to be paid pursuant to Paragraph 5 shall be deposited in the South El Monte Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. A. Interest on Late Payments. If Settling Defendants listed in Part One of Appendix A to this Consent Decree fail to make any payment under Paragraph 5 by the required due date, Interest shall accrue on the unpaid balance through the date of payment. If Settling Defendants listed in Part Two of Appendix A to this Consent Decree fail to make any payment under Paragraph 5 by the required due date, all remaining installment payments and all accrued Interest shall become due immediately upon such failure. Interest shall continue to accrue on any unpaid amounts until the total amount due has been received.

1 10. Stipulated Penalty.

2 a. If any amounts due under Paragraph 5 are not paid by the required
3 date, the non-paying Settling Defendant(s) shall be in violation of this Consent
4 Decree and shall pay, as a stipulated penalty, in addition to the Interest required by
5 Paragraph 9, \$250.00 per violation per day that such payment is late.

6 b. Stipulated penalties are due and payable within 30 days of
7 the date of the demand for payment of the penalties by EPA. All payments
8 to EPA under this Paragraph shall be identified as "stipulated penalties" and
9 shall be made by certified or cashier's check made payable to "EPA
10 Hazardous Substance Superfund." The check, or a letter accompanying the
11 check, shall reference the name and address of the party making payment, the
12 Site name, the EPA Region and Site Spill ID Number 094X, and DOJ Case
13 Number 90-11-2-453/5, and shall be made in the manner described in
14 paragraph 6(B).

15 c. At the time of each payment, Settling Defendant(s) shall send
16 notice that payment has been made to EPA and DOJ in accordance with
17 Section XIII (Notices and Submissions).

18 d. Penalties shall accrue as provided in this Paragraph
19 regardless of whether EPA has notified Settling Defendant(s) of the
20 violation or made a demand for payment, but need only be paid upon
21 demand. All penalties shall begin to accrue on the day after payment is due
22 and shall continue to accrue through the date of payment. Nothing herein
23 shall prevent the simultaneous accrual of separate penalties for separate
24 violations of this Consent Decree.

25 11. If the United States and/or the Department brings an action to
26 enforce this Consent Decree against one or more Settling Defendants, such
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1 Settling Defendant(s) shall reimburse the United States and/or for all costs of
2 such action, including but not limited to costs of attorney time.

3 12. Payments made under this Section shall be in addition to any other
4 remedies or sanctions available to Plaintiffs by virtue of any Settling
5 Defendant's failure to comply with the requirements of this Consent Decree.

6 13. Notwithstanding any other provision of this Section, the United
7 States may, in its unreviewable discretion, waive payment of any portion of
8 the stipulated penalties that have accrued pursuant to this Consent Decree.
9 Payment of stipulated penalties shall not excuse Settling Defendants from
10 payment as required by Section VI or from performance of any other
11 requirements of this Consent Decree.

12 **VIII. COVENANT NOT TO SUE BY PLAINTIFFS**

13 14. Except as specifically provided in Section IX (Reservation of
14 Rights by Plaintiffs), Plaintiffs covenant not to sue or to take administrative
15 action against Settling Defendants pursuant to Sections 106 and 107(a) of
16 CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42
17 U.S.C. § 6973, with regard to the Site. With respect to present and future
18 liability, this covenant shall take effect as to those parties listed in Part One
19 of Appendix A to this Consent Decree upon receipt by EPA of the amounts
20 due as set out therein as well as amounts due, if any, under Section VII
21 (Failure to Comply with Consent Decree). This covenant shall take effect as
22 to those parties listed in Part Two of Appendix A to this Consent Decree
23 upon receipt by EPA of the first payment as set out therein as well as
24 amounts due, if any, under Section VII (Failure to Comply with Consent
25 Decree). This covenant not to sue is conditioned upon the satisfactory
26 performance by Settling Defendants of their obligations under this Consent
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1 Decree. This covenant not to sue is also conditioned upon the veracity and
2 completeness of the Financial Information provided to EPA by Settling
3 Defendants. If the Financial Information provided by any Settling Defendant
4 is subsequently determined by EPA to be false or, in any material respect,
5 inaccurate, such Settling Defendant shall forfeit all payments made pursuant
6 to this Consent Decree and this covenant not to sue and the contribution
7 protection in Paragraph 21 shall be null and void. Such forfeiture shall not
8 constitute liquidated damages and shall not in any way foreclose Plaintiffs'
9 right to pursue any other causes of action arising from such Settling
10 Defendant's false or materially inaccurate information. This covenant not to
11 sue extends only to Settling Defendants and does not extend to any other
12 person.

13 **IX. RESERVATION OF RIGHTS BY PLAINTIFFS**

14 15. The United States and the Department reserve, and this Consent
15 Decree is without prejudice to, all rights against Settling Defendants with
16 respect to all matters not expressly included within the Covenant Not to Sue
17 by Plaintiffs in Paragraph 14. Notwithstanding any other provision of this
18 Consent Decree, Plaintiffs reserve all rights against any Settling Defendant
19 with respect to:

- 20 a. liability for failure of any Settling Defendant to meet a
21 requirement of this Consent Decree;
22 b. criminal liability;
23 c. liability for damages for injury to, destruction of, or loss of
24 natural resources, and for the costs of any natural resource damage
25 assessments;

1 d. liability, based upon any Settling Defendant's ownership or
2 operation of property at the Site, or upon Settling Defendant's transportation,
3 treatment, storage, or disposal, or the arrangement for the transportation,
4 treatment, storage, or disposal, of a hazardous substance or a solid waste at
5 or in connection with the Site, after signature of this Consent Decree by
6 Settling Defendant; and

7 e. liability arising from the past, present, or future disposal,
8 release or threat of release of a hazardous substance, pollutant, or
9 contaminant outside of the Site.

10 16. Notwithstanding any other provision of this Consent Decree, the
11 United States and the Department reserve, and this Consent Decree is
12 without prejudice to, the right to reinstitute or reopen this action, or to
13 commence a new action seeking relief other than as provided in this Consent
14 Decree against any Settling Defendant, if the Financial Information provided
15 by such Settling Defendant, or the financial certification made by such
16 Settling Defendant in Paragraph 30, is false or, in a material respect,
17 inaccurate.

18 **X. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

19 17. Settling Defendants covenant not to sue and agree not to assert
20 any claims or causes of action against the United States, the Department, or
21 their contractors or employees, with respect to the Site or this Consent
22 Decree, including but not limited to:

23 a. any direct or indirect claim for reimbursement from the
24 Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112,
25 or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or
26 any other provision of law;

1 b. any claim arising out of response actions at or in connection
2 with the Site, including any claim under the United States Constitution, the
3 California State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal
4 Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

5 c. any claim against the United States pursuant to Sections 107
6 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

7 Except as provided in Paragraph 19 (Waiver of Claims) and Paragraph
8 23 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not
9 apply in the event the United States or the Department brings a cause of
10 action or issues an order pursuant to the reservations set forth in Paragraph
11 16 (c) - (e), but only to the extent that a Settling Defendant's claims arise
12 from the same response action or response costs that the United States or the
13 Department is seeking pursuant to the applicable reservation.

14 18. Nothing in this Consent Decree shall be deemed to constitute
15 approval or preauthorization of a claim within the meaning of Section 111 of
16 CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

17 19. Settling Defendants agree not to assert any CERCLA claims or
18 causes of action that they may have for all matters relating to the Site,
19 including for contribution, against any other person. This waiver shall not
20 apply with respect to any defense, claim, or cause of action that Settling
21 Defendants may have against any person if such person asserts a claim or
22 cause of action relating to the Site against Settling Defendants.

23 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

24 20. Except as provided in Paragraph 19, nothing in this Consent
25 Decree shall be construed to create any rights in, or grant any cause of action
26 to, any person not a Party to this Consent Decree. The preceding sentence
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1 shall not be construed to waive or nullify any rights that any person not a
2 signatory to this Decree may have under applicable law. Except as provided
3 in Paragraph 19, the Parties expressly reserve any and all rights (including,
4 but not limited to, any right to contribution), defenses, claims, demands, and
5 causes of action which they may have with respect to any matter, transaction,
6 or occurrence relating in any way to the Site against any person not a Party
7 hereto.

8 21. The Parties agree, and by entering this Consent Decree this Court
9 finds, that Settling Defendants are entitled, as of the date of entry of this
10 Consent Decree, to protection from contribution actions or claims as
11 provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for
12 "matters addressed" in this Consent Decree. The "matters addressed" in this
13 Consent Decree are all response actions taken or to be taken and all response
14 costs incurred or to be incurred, at or in connection with the Site, by the
15 United States, the Department, or any other person. The "matters addressed"
16 in this Consent Decree do not include those response costs or response
17 actions as to which the United States and the Department have reserved their
18 rights under this Consent Decree (except for claims for failure to comply
19 with this Decree), in the event that the United States or the Department
20 asserts rights against Settling Defendants coming within the scope of such
21 reservations.

22 22. Settling Defendants agree that, with respect to any suit or claim
23 for contribution brought by any Settling Defendant for matters related to this
24 Consent Decree, such Settling Defendant will notify EPA and DOJ and the
25 State in writing no later than 60 days prior to the initiation of such suit or
26 claim. Settling Defendants also agree that, with respect to any suit or claim
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1 for contribution brought against any Settling Defendant for matters related to
2 this Consent Decree, such Settling Defendant will notify EPA and DOJ and
3 the Department in writing within 10 days of service of the complaint or claim
4 upon it. In addition, such Settling Defendant shall notify EPA and DOJ and
5 the Department within 10 days of service or receipt of any Motion for
6 Summary Judgment, and within 10 days of receipt of any order from a court
7 setting a case for trial, for matters related to this Consent Decree.

8 23. In any subsequent administrative or judicial proceeding initiated
9 by the United States or the Department for injunctive relief, recovery of
10 response costs, or other relief relating to the Site, Settling Defendants shall
11 not assert, and may not maintain, any defense or claim based upon the
12 principles of waiver, *res judicata*, collateral estoppel, issue preclusion,
13 claim-splitting, or other defenses based upon any contention that the claims
14 raised by the United States or the Department in the subsequent proceeding
15 were or should have been brought in the instant case; provided, however,
16 that nothing in this Paragraph affects the enforceability of the Covenant Not
17 to Sue by Plaintiffs set forth in Section VIII.

18 **XII. ACCESS AND INSTITUTIONAL CONTROLS**

19 24. A. If the Site, or any other property where access and/or
20 land/water use restrictions are needed to implement response activities at the
21 Site, is owned or controlled by any Settling Defendant, such Settling
22 Defendant shall:

23 a. commencing on the date of lodging of this Consent Decree,
24 provide the United States, the Department, and their representatives,
25 including their contractors, with access at all reasonable times to the Site, or
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1 such other property, for the purpose of conducting any response activity
2 related to the Site, including, but not limited to, the following activities:

3 1. Monitoring, investigation, removal, remedial or other
4 activities at the Site;

5 2. Verifying any data or information submitted to the
6 United States or the Department;

7 3. Conducting investigations relating to contamination at
8 or near the Site;

9 4. Obtaining samples;

10 5. Assessing the need for, planning, or implementing
11 additional response actions at or near the Site;

12 6. Inspecting and copying records, operating logs,
13 contracts, or other documents maintained or generated by Settling
14 Defendants or their agents, consistent with Section XIII (Access to
15 Information);

16 7. Assessing Settling Defendants' compliance with this
17 Consent Decree; and

18 8. Determining whether the Site or other property is
19 being used in a manner that is prohibited or restricted, or that may need to be
20 prohibited or restricted, by or pursuant to this Consent Decree;

21 b. commencing on the date of lodging of this Consent Decree,
22 refrain from using the Site, or such other property, in any manner that would
23 interfere with or adversely affect the implementation, integrity or
24 protectiveness of the remedial measures to be performed at the Site.

25 c. If the Department or EPA determines that institutional
26 controls in any form are required to implement response activities at the Site,

1 or ensure the integrity and protectiveness thereof, or ensure non-interference
2 therewith, execute and record all such necessary legal instruments, and fully
3 cooperate with the Department and with EPA in their efforts to secure and
4 enforce such institutional controls. Institutional controls include deed
5 restrictions, land use covenants, environmental restrictions, as well as any
6 layers of additional protection in the form of state or local laws, regulations,
7 ordinances or other governmental instruments that serve the purpose of
8 institutional controls set forth above.

9 B. Notwithstanding any provision of this Consent Decree, the
10 United States and the Department retain all of their access authorities and
11 rights, as well as all of their rights to require land/water use restrictions,
12 including enforcement authorities related thereto, under CERCLA, RCRA,
13 and any other applicable statutes or regulations.

14 **XIII. ACCESS TO INFORMATION**

15 25. Settling Defendants shall provide to EPA and the Department,
16 upon request, copies of all records, reports, or information (hereinafter
17 referred to as "records") within their possession or control or that of their
18 contractors or agents relating to activities at the Site, including, but not
19 limited to, sampling, analysis, chain of custody records, manifests, trucking
20 logs, receipts, reports, sample traffic routing, correspondence, or other
21 documents or information related to the Site.

22 **26. Confidential Business Information and Privileged Documents.**

23 a. Settling Defendants may assert business confidentiality
24 claims covering part or all of the records submitted to Plaintiffs under this
25 Consent Decree to the extent permitted by and in accordance with Section
26 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b).

1 Records determined to be confidential by Plaintiffs will be accorded the
2 protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of
3 confidentiality accompanies records when they are submitted to Plaintiffs, or
4 if EPA has notified Settling Defendants that the records are not confidential
5 under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2,
6 Subpart B, the public may be given access to such records without further
7 notice to Settling Defendants.

8 b. Settling Defendants may assert that certain records are
9 privileged under the attorney-client privilege or any other privilege
10 recognized by federal law. If Settling Defendants assert such a privilege in
11 lieu of providing records, they shall provide Plaintiffs with the following: 1)
12 the title of the record; 2) the date of the record; 3) the name and title of the
13 author of the record; 4) the name and title of each addressee and recipient; 5)
14 a description of the subject of the record; and 6) the privilege asserted.

15 However, no records created or generated pursuant to the requirements of
16 this or any other settlement with the United States and the Department shall
17 be withheld on the grounds that they are privileged.

18 27. No claim of confidentiality shall be made with respect to any data,
19 including but not limited to, all sampling, analytical, monitoring,
20 hydrogeologic, scientific, chemical, or engineering data, or any other records
21 evidencing conditions at or around the Site.

22 **XIV. RETENTION OF RECORDS**

23 28. Until 10 years after the entry of this Consent Decree, Settling
24 Defendants shall preserve and retain all records now in their possession or
25 control, or which come into their possession or control, that relate in any
26 manner to response actions taken at the Site or the liability of any person
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1 under CERCLA with respect to the Site, regardless of any corporate
2 retention policy to the contrary.

3 29. After the conclusion of the document retention period in the
4 preceding paragraph, Settling Defendants shall notify EPA, DOJ and the
5 Department at least 90 days prior to the destruction of any such records, and,
6 upon request by EPA or DOJ or the Department, Settling Defendants shall
7 deliver any such records to EPA or the Department. Settling Defendants
8 may assert that certain records are privileged under the attorney-client
9 privilege or any other privilege recognized by federal law. If Settling
10 Defendants assert such a privilege, they shall provide Plaintiffs with the
11 following: 1) the title of the record; 2) the date of the record; 3) the name
12 and title of the author of the record; 4) the name and title of each addressee
13 and recipient; 5) a description of the subject of the record; and 6) the
14 privilege asserted. However, no records created or generated pursuant to the
15 requirements of this or any other settlement with the United States or the
16 Department shall be withheld on the grounds that they are privileged.

17 30. Settling Defendants hereby certify that, to the best of their
18 knowledge and belief, after thorough inquiry, they have:

19 a. not altered, mutilated, discarded, destroyed or otherwise
20 disposed of any records, reports, or other information relating to their
21 potential liability regarding the Site since notification of potential liability by
22 the United States or the Department or the filing of suit against them
23 regarding the Site, and that they have fully complied with any and all EPA
24 requests for information regarding the Site and Settling Defendants'
25 financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA,

1 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. §
2 6927; and

3 b. submitted to EPA Financial Information that fairly,
4 accurately, and materially sets forth their financial circumstances, and that
5 those circumstances have not materially changed between the time the
6 Financial Information was submitted to EPA and the time Settling
7 Defendants execute this Consent Decree.

8 **XV. NOTICES AND SUBMISSIONS**

9 31. Whenever, under the terms of this Consent Decree, notice is
10 required to be given or a document is required to be sent by one party to
11 another, it shall be directed to the individuals at the addresses specified
12 below, unless those individuals or their successors give notice of a change to
13 the other Parties in writing. Written notice as specified herein shall
14 constitute complete satisfaction of any written notice requirement of the
15 Consent Decree with respect to the United States, EPA, DOJ, the State, and
16 Settling Defendants, respectively.

17 As to the United States:

18 DOJ:

19 Chief, Environmental Enforcement Section
20 Environment and Natural Resources Division
21 U.S. Department of Justice, P.O. Box 7611
22 Washington, D.C. 20044-7611

23 EPA:

24 Roberto Rodriguez
25 Remedial Project Manager
26 USEPA, Region 9, Mail Code SFD 7-3
27 75 Hawthorne Street
28 San Francisco, CA 94105

James Collins
Assistant Regional Counsel
USEPA, Region 9, Mail Code ORC-3

1 75 Hawthorne Street
2 San Francisco, CA 94105

3 As to the Department of Toxic Substances Control and California Attorney
4 General

5 Thomas M. Cota, Chief
6 Southern California Cleanup Operations Branch
7 Cypress Office
8 Department of Toxic Substances Control
9 5796 Corporate Avenue
10 Cypress, California 90630

11 Ann Rushton
12 Deputy Attorney General
13 California Department of Justice
14 300 South Spring Street
15 Los Angeles, California 90013

16 As to Settling Defendant:

17 To the name and address provided on Appendix A under "Address for
18 Notice".

19 **XVI. RETENTION OF JURISDICTION**

20 32. This Court shall retain jurisdiction over this matter for the purpose
21 of interpreting and enforcing the terms of this Consent Decree.

22 **XVII. INTEGRATION**

23 33. This Consent Decree and its Appendix constitute the final,
24 complete and exclusive Consent Decree and understanding between the
25 Parties with respect to the settlement embodied in this Consent Decree. The
26 Parties acknowledge that there are no representations, agreements or
27 understandings relating to the settlement other than those expressly
28 contained in this Consent Decree. The following appendix is attached to and
incorporated into this Consent Decree:

Appendix A: List of Settling Defendants, Amounts of Settlements and
Addresses for Notice.

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

1 34. This Consent Decree shall be lodged with the Court for a period
2 of not less than 30 days for public notice and comment. The United States
3 and the Department reserve the right to withdraw or withhold its consent if
4 the comments regarding the Consent Decree disclose facts or considerations
5 which indicate that this Consent Decree is inappropriate, improper, or
6 inadequate. Settling Defendants consent to the entry of this Consent Decree
7 without further notice.
8

9 35. If for any reason this Court should decline to approve this Consent
10 Decree in the form presented, this Consent Decree is voidable at the sole
11 discretion of any Party and the terms of the Consent Decree may not be used
12 as evidence in any litigation between the Parties.
13

14 **XIX. SIGNATORIES/SERVICE**

15 36. Each undersigned representative of Settling Defendants to this
16 Consent Decree, the United States, and the Department certifies that he or
17 she is authorized to enter into the terms and conditions of this Consent
18 Decree and to execute and bind legally such Party to this document.

19 37. Settling Defendants hereby agree not to oppose entry of this
20 Consent Decree by this Court or to challenge any provision of this Consent
21 Decree, unless the United States or the Department has notified Settling
22 Defendants in writing that it no longer supports entry of the Consent Decree.

23 38. Each Settling Defendant shall identify, on the attached signature
24 page, the name and address of an agent who is authorized to accept service
25 of process by mail on its behalf with respect to all matters arising under or
26 relating to this Consent Decree. Settling Defendants hereby agree to accept
27
28

1 service in that manner and to waive the formal service requirements set forth
2 in Rule 4 of the Federal Rules of Civil Procedure and any applicable local
3 rules of this Court, including but not limited to, service of a summons.

4 **XX. FINAL JUDGMENT**

5 39. Upon approval and entry of this Consent Decree by the Court, this
6 Consent Decree shall constitute the final judgment between and among the
7 United States, the Department, and Settling Defendants. The Court finds
8 that there is no just reason for delay and therefore enters this judgment as a
9 final judgment under Fed. R. Civ. P. 54 and 58.

10
11 SO ORDERED THIS 11 DAY OF March, 200⁸


12 Henry B. Cohen
13 United States District Judge
14
15
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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Abercrombie et. al., relating to the South El Monte Operable Unit of the San Gabriel Valley Superfund Site.

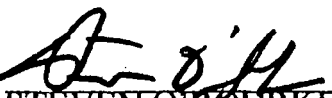
FOR THE UNITED STATES OF AMERICA, DOJ:

GEORGE S. CARDONA
United States Attorney
LEON W. WEIDMAN
Chief, Civil Division
MONICA MILLER
Assistant United States Attorney
Central District of California
300 North Los Angeles Street
Los Angeles, California 90012
Telephone: (213) 894-4061

12 October 2007
Date


RONALD J. TENPAS
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Oct 1, 2007
Date


STEVEN O'ROURKE
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

1
2 FOR THE UNITED STATES OF AMERICA, EPA:
3

4 9-18-07
Date

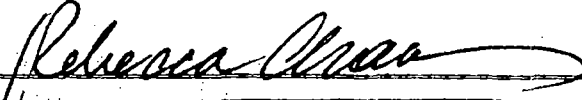
Keith Takata
KEITH TAKATA
Director of the Superfund Division
United States Environmental Protection
Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

9 10/18/07
Date


James Collins (by SA)
JAMES COLLINS
Assistant Regional Counsel
United States Environmental Protection
Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL, and
CALIFORNIA ATTORNEY GENERAL

9/18/07
Date


Dr. Rebecca Chou, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

9-24-07
Date


Ann Rushton
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date: _____ THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date: _____ ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 3/27/06 Deanna Abercrombie
Deanna Abercrombie
Bassett & Obbink, TIC
c/o Reed Smith LLP

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Todd O. Maiden, Esq.

Title: Counsel to Bassett & Obbink, TIC

Address: Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4
5 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

6 Date THOMAS M. GOTA, Chief
7 Southern California Cleanup Operations Branch
8 Cypress Office
9 Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
12 Deputy Attorney General
13 California Department of Justice
300 South Spring Street
Los Angeles, California 90013

14 FOR DEFENDANT

15 Aircraft Stamping Company, Inc.
16 1924 N. Chico Avenue
South El Monte, CA 91733
17 Date: 3-23-06 By: Michael D. Nolan
18 Michael D. Nolan, President
Name and address of Settling Defendant

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: MICHAEL D. NOLAN

21 Title: PRESIDENT

22 Address: 1924 N. Chico Avenue
23 South El Monte, CA 91733
24
25
26
27
28

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date _____ THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date _____ ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 2/6/06 Wendy H. Albin
33981 Nauticus Isle
Dana Point CA 92629
Wendy H. Albin
Name and address of Settling Defendant

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
4 San Francisco, California 94105
5 Telephone: (415) 972-3894

6 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

7 Date THOMAS M. COTA, Chief
8 Southern California Cleanup Operations Branch
9 Cypress Office
10 Department of Toxic Substances Control
11 5796 Corporate Avenue
12 Cypress, California 90630

13 FOR CALIFORNIA ATTORNEY GENERAL

14 Date ANN RUSHTON
15 Deputy Attorney General
16 California Department of Justice
17 300 South Spring Street
18 Los Angeles, California 90013

19 FOR DEFENDANT

20 Date: 3/31/06 Mona Sue Art
21 Artistic Polishing and Plating, Inc.
22 Name and address of Settling Defendant
23 Mona Sue Art

24 Agent Authorized to Accept Service on Behalf of Above-signed Party:

25 Name: Michael A. Francis

26 Title: Attorney

27 Address: Demetriou, Del Guercio, Springer & Francis, LLP
28 801 South Grand Avenue, 10th Floor
Los Angeles, California 90017

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

FOR CALIFORNIA ATTORNEY GENERAL

FOR DEFENDANT

Name and address of Settling Defendant
Blance Felix
11017 Montecito Dr. El Monte, CA 91731

Address:

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

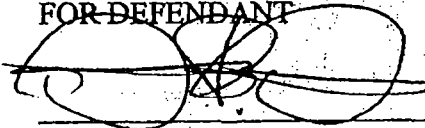
5
6 Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
7 Cypress Office
Department of Toxic Substances Control
8 5796 Corporate Avenue
Cypress, California 90630

9 FOR CALIFORNIA ATTORNEY GENERAL

10
11 Date ANN RUSHTON
Deputy Attorney General
12 California Department of Justice
300 South Spring Street
13 Los Angeles, California 90013

14
15 FOR DEFENDANT

16 Date: 3/15/06


17 Stephen P. Saurenman, V.P.
Clamp Mfg. Co., Inc.
18 1503 Adelia Ave.
South El Monte, California 91733

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: Same as above

21 Title:

22 Address:

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

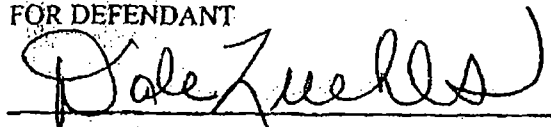
5
6 Date THOMAS M. COTA, Chief
7 Southern California Cleanup Operations Branch
8 Cypress Office
9 Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
12 Deputy Attorney General
13 California Department of Justice
300 South Spring Street
Los Angeles, California 90013

14
15 FOR DEFENDANT

16 Date: 3/30/06

17 
18 Name and address of Settling Defendant
Dale Zuehls, Trustee, The Roy A Clayton Trust
345 S. Figueroa Street, Suite M-6, Los Angeles, CA 90071

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: Dale Zuehls, Trustee

21 Title: Trustee for The Roy A. Clayton Trust

22 Address: 345 Figueroa Street, Suite M-6
23 Los Angeles, CA 90071

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 2-6-06 Cecil Richard DePifanio (deceased)
2201st Street #1 Seal Beach, Ca
Name and address of Settling Defendant 90740

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Judith DePifanio
Title: widow
Address: 2201st Street #1
Seal Beach, Ca 90740

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

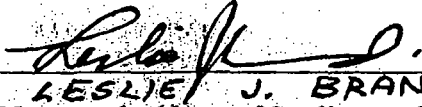
4 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

5
6 Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
7 Cypress Office
Department of Toxic Substances Control
8 5796 Corporate Avenue
Cypress, California 90630
9

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
Deputy Attorney General
12 California Department of Justice
300 South Spring Street
13 Los Angeles, California 90013
14

15 FOR DEFENDANT

16 Date: 2/17/2006 
17 LESLIE J. BRAND
18 Name and address of Settling Defendant

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: LESLIE J. BRAND, PRES.
21 Title: PRES, DYANCO INC.
22 Address: 1850 BELCROFT AVE.
23 SO. EL MONTE, CA 91733
24
25
26
27
28

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT EAGLE METAL FINISHING CO., INC.
P.O. Box 1196
GLENDORA, CA 91740-1196

Date: April 3, 2006 David B. Trivette, PRESIDENT

Name and address of Settling Defendant

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: MICHAEL G. MARTIN, ESQ
Title: COUNSEL / ATTORNEY
Address: 500 N. BRAND BLVD #1250
Glendale, CA 91203

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
4 San Francisco, California 94105
5 Telephone: (415) 972-3894

6 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.

7 Date THOMAS M. COTA, Chief
8 Southern California Cleanup Operations Branch
9 Cypress Office
10 Department of Toxic Substances Control
11 5796 Corporate Avenue
12 Cypress, California 90630

13 FOR CALIFORNIA ATTORNEY GENERAL

14 Date ANN RUSHTON
15 Deputy Attorney General
16 California Department of Justice
17 300 South Spring Street
18 Los Angeles, California 90013

19 FOR DEFENDANT

20 Date: 3/19/06 Edwin H. Franzen, individually and
21 as Trustee of the Franzen Trust

22 Name and address of Settling Defendant

23 1524 Milan Avenue
24 South Pasadena, Calif. 91030

25 Agent Authorized to Accept Service on Behalf of Above-signed Party:

26 Name:

27 Title:

28 Address:

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: Mar 27 '06 Jeanette Hagen
Jeanette Hagen
Bassett & Obbink, TIC
c/o Reed Smith LLP

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Todd O. Maiden, Esq.

Title: Counsel to Bassett & Obbink, TIC

Address: Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111

1 Deputy Attorney General
2 California Department of Justice
3 300 South Spring Street
4 Los Angeles, California 90013

5
6
7
8 FOR DEFENDANT

9 Date: 7/23/07

J.A.B. Holdings Inc.
[Names and addresses of Defendants' signatories]

10 Agent Authorized to Accept Service on Behalf of Above-signed Party:

11 Name: Robert J. Bozung ROBERT J. BOZUNG

12 Title: President

13 Address: 3067 Old Coach Drive
14 Camarillo, Calif. 93010

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1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:
5

6 Date THOMAS M. COTA, Chief
7 Southern California Cleanup Operations Branch
8 Cypress Office
9 Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
12 Deputy Attorney General
13 California Department of Justice
300 South Spring Street
Los Angeles, California 90013

14
15 FOR DEFENDANT

16 Date: 2/15/06 Claudean Mullins Rawie
17 Claudean Mullins Rawie, individually and as Trustee of
18 Name and address of Settling Defendant The Rawie Trust

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: Timothy D. McCollum
21 Title: Attorney of Record
22 Address: 5250 N. Palm Avenue, Ste. 228
23 Fresno, California 93704

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

5
6 Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
7 Cypress Office
Department of Toxic Substances Control
8 5796 Corporate Avenue
Cypress, California 90630
9

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
Deputy Attorney General
12 California Department of Justice
300 South Spring Street
13 Los Angeles, California 90013
14

15 FOR DEFENDANT
Kessler Family Trust Dated September 29, 1979 "Trust B"

16 Date: 3/28/06 By: Julie Rose Trustee
17 Julie Rose, Trustee
18

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Malissa McKeith, Esq.
Attorney
21 Lewis Brisbois Bisgaard & Smith LLP
22 221 North Figueroa Street
Suite 1200
23 Los Angeles, CA 90012
24
25
26
27
28

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

5
6 Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
7 Cypress Office
Department of Toxic Substances Control
8 5796 Corporate Avenue
Cypress, California 90630

9 FOR CALIFORNIA ATTORNEY GENERAL

10
11 Date ANN RUSHTON
Deputy Attorney General
12 California Department of Justice
300 South Spring Street
13 Los Angeles, California 90013

14
15 FOR DEFENDANT

16 L & L SCREW MACHINE PRODUCTS, INC.

17 Date: 2/3/06 9653 El Poche Street
South El Monte, Calif. 91733

18 Name and address of Settling Defendant

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: DEAN LOWE

21 Title: OWNER/PRES.

22 Address: 9653 EL POCHE ST.
23 SO. EL MONTE, CA. 91733

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date _____ THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date _____ ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 3-25-08 ROBERT MALONE 375 IVAN. ST. CAMBRIA, CA
Name and address of Settling Defendant 93428

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert D. Enright
Title: Attorney for Robert Malone
Address: 7755 Center Ave Ste 1100
Huntington Beach CA
92647

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

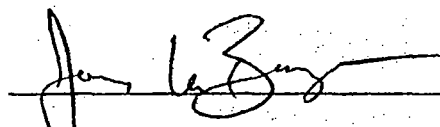
5
6 Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
7 Cypress Office
Department of Toxic Substances Control
8 5796 Corporate Avenue
Cypress, California 90630
9

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
Deputy Attorney General
12 California Department of Justice
300 South Spring Street
13 Los Angeles, California 90013
14

15 FOR DEFENDANT

16 Date: March 21, 2006

17 
18 Name and address of Settling Defendant
MARGE CARSON, INC. BY ITS PRESIDENT JAMES LABARGE
9056 EAST GARVEY AVENUE, ROSEMEAD, CA 91770-0889

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: PAUL K. SMITH

21 Title: ATTORNEY

22 Address: SMITH & MYERS LLP
23 333 S. HOPE ST. 35TH FL.
LA CA 90071
24
25
26
27
28

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

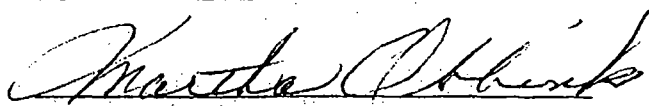
FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date: THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date: ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 3/27/06 

Martha Obbink
Bassett & Obbink, TIC
c/o Reed Smith LLP

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Todd O. Maiden, Esq.

Title: Counsel to Bassett & Obbink, TIC

Address: Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111

1 U.S. Environmental Protection Agency
2 Region 9
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4
5 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

6 Date THOMAS M. COTA, Chief
7 Southern California Cleanup Operations Branch
8 Cypress Office
9 Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
12 Deputy Attorney General
13 California Department of Justice
300 South Spring Street
Los Angeles, California 90013

14
15 FOR DEFENDANT

16 Date: 2-5-06



17 Name and address of Settling Defendant

18
19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: _____

21 Title: _____

22 Address: _____

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date _____ THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date _____ ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 4-18-06

ON BEHALF OF RAM STEEL CO., INC.
1828 Bekraft Ave., So El Monte, CA
Name and address of Settling Defendant 91733

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 3-25-06 Mary A. Rockenbach
Mary Rockenbach, Individually, 127 Naomi Ave.
Name and address of Settling Defendant Arcadia, CA 91007

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Peter Niemiec

Title:

Address: 2314 John Street, Manhattan Beach, CA 90266

For Defendant;

Date: 3-25-06, 2006 Mary A. Rockenbach
Mary Rockenbach, as Trustee of the
Mary A. Rockenbach 1992 Revocable Trust
127 Naomi Ave.
Arcadia, CA 91007

1 U.S. Environmental Protection Agency
2 Region 9
3 75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

4
5 FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

6 Date THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
7 Cypress Office
Department of Toxic Substances Control
8 5796 Corporate Avenue
Cypress, California 90630
9

10 FOR CALIFORNIA ATTORNEY GENERAL

11 Date ANN RUSHTON
Deputy Attorney General
12 California Department of Justice
300 South Spring Street
13 Los Angeles, California 90013
14

15 FOR DEFENDANT

16 Date: 4-25-2006 Geraldine Rumore, 23913 Bar Harbor Ct. Valencia, CA 91355
17 Name and address of Settling Defendant
18

19 Agent Authorized to Accept Service on Behalf of Above-signed Party:

20 Name: Chris Rumore 

21 Title: son

22 Address: 23913 Bar Harbor Ct. Valencia CA 91355
23
24
25
26
27
28

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL:

Date _____ THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date _____ ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANTS

March 6, 2006 Geraldine M. Alfieri
Date _____ GERALDINE M. ALFIERI, individually and in her
capacity as co-trustee of the
Alfieri Family Trust utd June 8, 1976

Agent Authorized to Accept Service on Behalf of Geraldine M. Alfieri:

Name: CHRISTOPHER D. KIERNAN
Title: Attorney at Law
Address: 78-401 Highway 111, Suite E, La Quinta, CA 92253

March 1, 2006 Burt Alfieri
Date _____ BURT L. ALFIERI, individually and in his
capacity as co-trustee of the
Alfieri Family Trust utd June 8, 1976

Agent Authorized to Accept Service on Behalf of Burt L. Alfieri:

Name: JOSEPH A. ROMAN
Title: Attorney at Law
Address: 2825 E. Tahquitz Canyon Way, Suite D-1
Palm Springs, CA 92262

-20-

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894


FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.

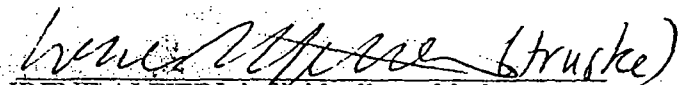
Date _____ THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date _____ ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANTS

2/17/06
Date _____ 
FRANK J. ALFIERI, individually and in his
capacity as trustee of the Alfieri Family Trust utd
April 18, 1994

2/17/06
Date _____ 
IRENE ALFIERI, individually and in her
capacity as trustee of the Alfieri Family Trust utd
April 18, 1994

Agent Authorized to Accept Service on Behalf of Frank J. Alfieri and Irene Alfieri:

Name: FRANK J. ALFIERI
Title: Settling Defendant
Address: 172 Ward Blvd. Oroville, CA 95966

U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105
Telephone: (415) 972-3894

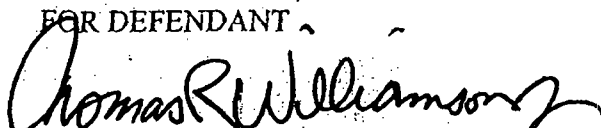
FOR CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date: THOMAS M. COTA, Chief
Southern California Cleanup Operations Branch
Cypress Office
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

FOR CALIFORNIA ATTORNEY GENERAL

Date: ANN RUSHTON
Deputy Attorney General
California Department of Justice
300 South Spring Street
Los Angeles, California 90013

FOR DEFENDANT

Date: 3.23.06 
Thomas R. Williamson, Jr., Individually
Name and address of Settling Defendant
Williamson Couch Co.
2103 N. Chico Ave., South El Monte, CA 91733

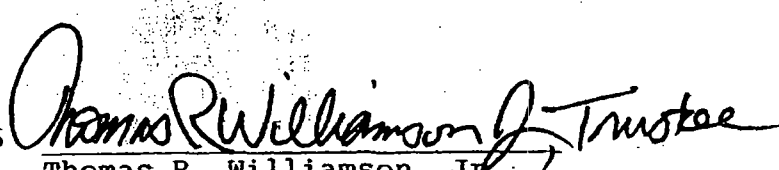
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Peter Niemiec

Title:

Address: 2314 John Street, Manhattan Beach, CA 90266

FOR DEFENDANT

Date: 3.23.06, 2006 
Thomas R. Williamson, Jr.,
as Trustee of the Helen O. Williamson Trust
Williamson Couch Co.
2103 N. Chico Ave., South El Monte, CA 91733

1 GEORGE S. CARDONA
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7 RONALD J. TENPAS
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8 Environmental & Natural Resources Division
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Telephone: (213) 897-2608; Fax: (213) 897-2802
21 Attorneys for Plaintiff Department of Toxic Substances Control

22 **UNITED STATES DISTRICT COURT**
23 **CENTRAL DISTRICT OF CALIFORNIA**
WESTERN DIVISION

24 UNITED STATES OF AMERICA et al.,)

25 Plaintiffs,)

26 v.)

27 DEANNA ABERCROMBIE, et al.,)

28 Defendants.)

CV 07-6870 ABC (FFMx)

PROOF OF SERVICE

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PROOF OF SERVICE

United States et al. v. Abercrombie et al., CV 07-06870 (C.D. Cal)

I hereby certify and declare that I am over the age of 18 years and am not a party to this case. I am familiar with my office's mail collection and processing practices, overnight mail procedures, and facsimile transmitting procedures. I served a true copy of the Entered Consent Decree [doc 12] by first class mail to the following parties or their counsel:

Todd O. Maiden, Esq.
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24 Pasadena CA 91101

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6 South El Monte, CA 91733

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11 127 Naomi Ave.
12 Arcadia, CA 91007

13 Mary Rockenbach
14 2420 Rochelle Ave
15 Monrovia, CA 91016-4940

16 Peter Niemiec
17 2314 John St
18 Manhattan Beach, CA 90266

19 Chris Rumore
20 Geraldine Rumore
21 1641 Royal Blvd.
22 Glendale, CA 91702

23 Chris Rumore
24 Geraldine Rumore
25 23913 Bar Harbor Ct
26 Valencia, CA 91355

27 Joseph A. Roman
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Los Angeles, CA 90025

1 Thomas J. Bois, II
2 Bois & MacDonald
2030 Main St., Ste 660
Irvine, CA 92614-7250

3 Jim Collins
4 Office of Regional Counsel
U.S. Environmental Protection Agency
5 Region IX
75 Hawthorne Street,
6 San Francisco, CA 94105.

7 DATE: March 19, 2008

/s/ Steven O'Rourke
Environmental Enforcement Section
Environmental & Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Telephone: (202) 514-2779



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX
75 Hawthorne Street
San Francisco, CA 94105

March 19, 2008

TO: All Settling Parties

FROM: U.S. EPA and U.S. Department of Justice

RE: Consent Decree, *United States of America and California Department of Toxic Substances Control v. Abercrombie, et. al.*, South El Monte Operable Unit of the San Gabriel Valley Superfund Site

Dear Settling Party:

The referenced Consent Decree was entered by the Court as a final judgment on March 11, 2008. A copy of the entered Consent Decree is enclosed. Appendix A to the Enclosed Consent Decree contains your payment obligation, which is due on April 10, 2008 (30 days after entry of the Consent Decree).

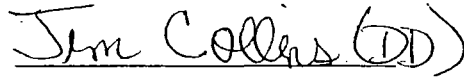
If your payment obligation is less than \$10,000, your payment should be made by certified or cashier's check, payable to "U.S. Department of Justice." The Check should include your name and address, and should refer to "EPA Region IX, Site Spill ID Number 094X" and "DOJ Case Number 90-11-2-09121/3" (see paragraph 6B of the Consent Decree). Please mail this check to:

Financial Litigation Unit
U.S. Attorney's Office
Central District of California
ATTN: Pat Burton
300 North Los Angeles Street, #7516
Los Angeles, CA 90012.

If your payment obligation is more than \$10,000, your payment should be made by FedWire Electronic Funds Transfer ("EFT"), referencing EPA Region IX, Site Spill ID Number 094X, and DOJ Case Number 90-11-2-09121/3 (see paragraph 6A of the Consent Decree). You will receive the specific EFT instructions in a separate letter from the Financial Litigation Unit of the U.S. Attorney's Office for the Central District of California.

If you have any questions about the Consent Decree or your payment obligation, please contact Jim Collins, Assistant Regional Counsel at 415-972-3894, email collins.jim@epa.gov.

Sincerely,

Handwritten signature of Jim Collins in cursive script, followed by the initials (DD) in parentheses.

Jim Collins